

## DISTRIBUTION AGREEMENT BETWEEN STOCK BROKER AND CLIENT

THIS AGREEMENT entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, at \_\_\_\_\_ between \_\_\_\_\_

\_\_\_\_\_ (the "Client") and MF Global Sify Securities India Pvt. Ltd. ("the Stock Broker") and shall include the successors, attorneys, legal heirs and assigns of both the parties. ①

Whereas pursuant to the terms and conditions of the "Related Agreements" mentioned in the Power of Attorney given by the Client to the Stock Broker, the Stock Broker is rendering the trading services to the client for investing / trading or otherwise dealing in those securities / contracts / derivatives / other instruments admitted to dealings on the Stock Exchanges.

Whereas the Stock broker is also registered with the Association of Mutual Funds in India (AMFI) as a Mutual Fund Distributor and with Merchant Bankers whereas the Stock broker is providing a facility through its ONLINE services to apply/purchase/redeem/sale/buyback or otherwise deal in the units of Mutual Funds and securities and to apply for IPO's in securities (hereinafter referred to as 'transactions') through its website (located at url <http://www.mfglobal.in> and such other internet sites that the stock broker may launch).

Now the Client wishes to avail of the facility of the said transactions and such other facilities offered through the stock broker's website on the following terms and conditions set forth herein below:

This Agreement shall be read in conjunction with the "Related Agreements" and if the clauses in this Agreement are incompatible / inconsistent / contrary with the clauses in the "Related Agreements" then the clauses mentioned in "Related Agreements" shall prevail over the clauses mentioned in this Agreement

- 1) The client shall authorize the stockbroker by executing a Power of Attorney in the favour of the stockbroker to execute instructions of the client or its authorized representative with regard to the transactions. All instructions given by the client / its authorized representative shall be binding on the client. The stockbroker may furnish a certified copy of the Power of Attorney and other documents on behalf of the client to the Company / Registrar / Mutual Fund or any third party.
- 2) The client agrees that the instructions with regard to the transactions may be in the client's sole name or in the name of the client jointly with other persons.
- 3) The instructions with regard to the transactions may be given through internet or telephone or any other reasonable mode as permitted by the stockbroker.
- 4) The stock broker may refuse to act on any instructions unless they are given in the manner and form acceptable to the stock broker. However, the stock broker shall have no responsibility to determine the authenticity of any instructions given or purported to be given by the client. The client shall not hold the stock broker liable on account of the stock broker acting in good faith on instructions given by the client or its authorized representative.
- 5) The stock broker may at its discretion not carry out the client's instruction where the stock broker has reasons to believe (which discretion of the stock broker the client shall not question or dispute) that the instructions are not genuine or are otherwise improper / unclear / raise a doubt. The stock broker shall not be liable if any instructions are not carried /partly carried out for any reason, whatsoever.
- 6) In case of Mutual Funds, the client agrees and acknowledges that the stock broker shall provide the facilities as provided in this agreement only in respect of the select Mutual Funds with whom the stock broker has entered into a separate arrangement / agreement.
- 7) The client undertakes to read all the relevant Offer Documents, Key Information Memorandum and addendums thereto and terms and conditions of all schemes of all mutual funds and other issues of securities including but not limited to Initial Public Offerings / Public Offers, Rights issue and Buy Back offers, offered through stock broker's website; before entering into any transactions through the website and agrees to abide by the terms, conditions, rules and regulations as applicable from time to time.
- 8) The client shall ensure that the transactions through the stock broker are executed in accordance with the applicable laws, byelaws, rules and regulations governing the specific investment product. The stock broker may, from time to time, impose and vary limits on the orders which the client may place, including but not limited to exposure limits, turnover limits and limits as to numbers. The client agrees that the broker shall not be responsible for any variation or reduction that may be deemed necessary by the stock broker based on its risk perception and other relevant factors.
- 9) The stock broker shall not be under any duty to verify compliance with any restriction on the client's investment powers.
- 10) The client is responsible for the personal and bank related details provided by the client. Neither the stock broker nor any of the Mutual Funds/ Issuers or their respective Registrars shall accept any liability which may arise as a consequence of the erroneous information provided by the client.
- 11) The client agrees that the stock broker is entitled to disclose to a third party, all such information pertaining to the Client as may be required from time to time, for the client to be able to avail of any or all of the services provided by the stock broker under this agreement.
- 12) In case of change of address and personal details of the client, the client shall send a letter to the stock broker giving intimation of the change.
- 13) The client agrees and understands that the folio number of the client in respect of the Mutual Fund schemes shall be received by the stock broker from the Asset Management Company.
- 14) The Client agrees that the client shall not, without prior intimation and acknowledgement of the stock broker, deal / liaise with the Issuer Company / Mutual Fund/ Asset Management Company or its respective Registrars in respect of the services availed under this agreement.
- 15) Further, any change in the details of the client including but not limited to the Demat account, Bank Account, Address, shall be first intimated to the stock broker who may in turn liaise with the Issuer Company / Mutual Fund / Asset Management Company or its respective Registrars to update such changes. The Issuer Company / Mutual Fund/ Asset Management Company or its respective Registrars may reject such requests and in such an event the stock broker shall not be liable for any such rejection.
- 16) The client further agrees that the client shall not close / change the details of the Demat account / Bank account without prior notification to the Stock broker and the Client agrees that the stock broker may instruct the Depository Participant / Bank of the Client to reject any such request received from the Client.
- 17) The Client shall provide the stock broker with its Permanent Account Number (PAN) and a self attested copy of the same.
- 18) The client acknowledges that the purchase / application instructions shall be processed by the stock broker only after sufficient funds to cover the purchase / application price and other costs and charges are received by the stock broker.
- 19) If after execution of any transaction it is for any reason found that the stock broker has not been provided with sufficient funds by the client, the client shall pay the deficient amount to the stock broker forthwith on demand, failing which the stock broker may (but shall not be bound to) square up the transaction at any time at the client's sole risk and cost. Any loss arising on such squaring up will be borne solely by the client and the client shall pay to the stock broker the additional amount that may be payable by the client, the stock broker's demand being conclusive.
- 20) The client declares and confirms that the amount being invested by the client either directly or through its Power of Attorney holders, in any schemes of all mutual funds or other securities including but not limited to Initial Public Offerings / Public Offers, Rights issue and Buy Back offers is obtained through legitimate sources and is not held or designed for the purpose of contravention of the provisions of any Act, Rules and Regulations or any statute or legislation or any other

applicable Laws or any Notifications, directions issued by any Governmental or Statutory Authority from time to time.

- 21) In case the client is a Non-resident Indian, the client confirms that the funds are remitted from abroad through approved banking channels or from the NRE / NRO / FCNR account.
- 22) If for any reasons, the stock broker is unable to carry out the transactions as instructed by the client to the extent of full quantity of units / securities, the stock broker shall be entitled at its discretion and the client hereby irrevocably authorizes the stock broker to carry out a transaction of a lesser quantity of units / securities. The stock broker shall not be responsible for the non-execution of the client's instructions for the entire quantity or the remaining quantity.
- 23) The client agrees and acknowledges that any instruction given or purported to be given by the client before the cut off time as may be intimated by the stock broker to the client from time to time, will be processed on the same day. Any instruction received after the cut off time will be processed on the next working day, if applicable.
- 24) In case of Mutual Fund, applicable Net Asset Value shall be as per the Offer Document and SEBI Rules and Regulations.
- 25) The client agrees and acknowledges that after the first purchase transaction in any Mutual Fund, the client may not be permitted to transact till the folio number is allotted. The stock broker does not accept any liability for delay in processing time at the Mutual Fund's or Registrar's end.
- 26) The Client acknowledges that the stock broker shall not be under any obligation to provide him with any tax, legal, accounting, investment advice or advice regarding the suitability or profitability of investment of any kind, nor does the stock broker, give any advice or offer any opinion with respect to the nature, potential value or suitability of any particular transaction or investment strategy.
- 27) It is explicitly stated herein and understood by the client that the Mutual Fund Schemes/Offer Documents / other schemes offered by the stock broker, have not been / shall not be understood as recommended by the stock broker.
- 28) The client can view his/ her / its transactions on the website. A physical copy of the transactions statement or the account statement shall be sent by the stockbroker only on a written request from the client.
- 29) In case an application is made for Initial Public Offer / Public Offer / Units of Mutual Fund through the stock broker, the client authorizes the stock broker to collect on client's behalf, the refund amount, if any, from the Issuer Company / Registrar / Asset Management Company/ Mutual Fund and subsequently credit the same to client's Bank account, after set-off/ adjustment of dues payable by the Client on account of obligations incurred in connection with the application.
- 30) The client further agrees that the stock broker shall not be held responsible for non allotment of securities / units of Mutual Funds either fully or partly to the client, for any reason whatsoever. The stock broker shall not be held responsible in case due to some reason the bid/application/ revision instructions sent by the client is not received by it, or if the bid / application / revision could not be uploaded to the Stock Exchange or could not be sent to the Bankers / Registrar to the issue.
- 31) The stock broker shall not be held responsible for non - receipt / delay in / incorrect receipt of fund, refund if any, from the Registrar/ Company.

The stock broker shall not be held responsible for incorrect Tax Deduction at Source (TDS) by the Registrar /company, if applicable, or for non-receipt or delay in / incorrect receipt of TDS Certificate, if any from the Registrar /Company/Mutual Fund.

- 32) The stock broker shall not be liable for any loss or damage caused by reason of failure or delay of the mutual fund to deliver any units purchased even though payment has been made for the same or failure or delay in making payment in respect of any units / securities sold though they may have been delivered.
- 33) The client understands that the corporate actions including but not limited to Dividends, declared by the Issuer Company / Mutual Fund shall be directly paid by the Issuer Company/Mutual Fund to the client.
- 34) The stock broker shall also not be liable to the client for any delay, failure or refusal of the Mutual Fund/ any Issuer Company/ Corporation or other body in registering or transferring units to the names of the clients of for any interest, dividend or other loss caused to the client arising therefrom.
- 35) The client agrees to provide the stock broker with any confirmation / declaration or any other document that the concerned Issuer /Asset Management Company or any other entity may from time to time require the stock broker to collect from the client in respect of the services offered under this agreement.
- 36) The stock broker shall not be responsible for any changes in the data of any scheme as carried out in the Offer document or any other documents / material issued by Asset Management company/ Issuer Company/ Mutual Fund.
- 37) The stock broker does not accept any liability for delay in processing time at the Mutual Fund's / Issuer or Registrar's end. The client agrees that the stock broker shall not be liable or responsible for not executing any transactions for any reason, whatsoever.
- 38) Neither the stock broker, nor any of the Mutual Funds / nor the issuer shall be liable for any failure to perform its obligations, to the extent that such performance had been delayed, hindered or prevented by systems failures network errors, delay or loss of data due to the aforesaid, acts of God, floods, epidemics, quarantine, riot or civil commotion and war.
- 39) The stock broker shall provide its services on a best efforts basis. However in respect of mutual funds, other securities, including but not limited to Initial Public Offering, Rights issue, Buy Back Offers offered through its website the stock broker shall not be liable for any failure or for any loss, damage or other costs arising in any way out of:
  - a) System failure including failure of ancillary or associated systems, or fluctuation of power, or other acts of God/ force majeure; or
  - b) Accident, transportation, neglect, misuse, errors, frauds on the part of the client or any agent of the Client or agents or any third party, or
  - c) Any fault in any attachments or associated equipments of the client or
  - d) Any incidental, special or consequential damages including without limitation of loss of profit.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands/seals to this Agreement in duplicate on the day, month, year and place first hereinabove mentioned.

Signed for and on behalf

of MF Global Sify Securities India P. Ltd.

Authorized Signatory

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(W)

Witness

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signed for and on behalf

of Client

Authorized Signatory

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(S)

Witness:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

(W)

## POWER OF ATTORNEY

THIS POWER OF ATTORNEY made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

TO ALL TO WHOM THESE PRESENTS SHALL COME,

I, \_\_\_\_\_, an individual, of \_\_\_\_\_, Indian Inhabitant, currently residing /having my office at \_\_\_\_\_ (1)

OR

We, \_\_\_\_\_, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, and having its place of business at \_\_\_\_\_ through its partners for the time being (1)

OR

We, \_\_\_\_\_, a company incorporated under the Companies Act, 1956, and having its registered office at \_\_\_\_\_ (1)

SEND GREETINGS:

WHEREAS:

1. I/We am/are the sole and beneficial holder of the savings/ current/ other funds account(s), details whereof are set out in Schedule 1 hereto, (the aforesaid savings / current/ other funds account(s) is/ are hereinafter referred to as the "**Specified Funds Account(s)**"). The banks/ entities with whom the Specified Funds Account(s) are held, as more particularly set out in Schedule 1 are hereinafter referred to as the "**Specified Fund Entity(ies)**".
2. I / We am / are the sole holder of the demat account(s), details whereof are set out in Schedule 2 hereto, (the aforesaid demat account(s) is / are hereinafter referred to as the "**Specified Depository Account(s)**"). The depository participants with whom the Specified Depository Account(s) are held, as more particularly set out in Schedule 2 are hereinafter referred to as the "**Specified Depository Participant(s)**".
3. I / We wish to become a client of, and participate on my / our own behalf, in the various services offered by MF Global Sify Securities India Private Limited (and its subsidiaries), company (ies) incorporated under the Companies Act, 1956 and having its / their registered office(s) at **No.1, 2nd Floor, C Block Modern Centre, 101, K. K. Marg, Jacob Circle Mahalaxmi, Mumbai 400 011** (hereinafter referred to as "MF Global ", which expression shall mean and include its successors and assigns).
4. In order to participate in, and avail of, the various services of MF Global, I / We am / are required to enter into the agreements referred to in Schedule 3 hereto (the "Related Agreements"), with MF Global in the standard formats in which such agreements are entered into by MF Global with its other clients from time to time.
5. I / We have read the terms and conditions of the Related Agreements, and am / are desirous of permitting the Specified Funds Account(s) and the Specified Depository Account(s) to be designated as the Associated Funds Account(s) and the Associated Depository Accounts(s) respectively, as defined in, and for the purposes set out in one of the Related Agreements.
6. As consideration for, and a pre-condition to, my / our availing of the various services and becoming a client of MF Global, and for that purpose and in order to facilitate the proper execution of all deals, trades, transactions and services of or on behalf of myself / ourselves contemplated under the various Related Agreements (various services includes without limitation trades, deals and / or transactions for purchase, sale, investment, borrowing or lending in shares & securities, scrips, stocks, bonds, debentures, mutual fund units, units of collective investment scheme or any other security or financial instrument, derivatives, commodities, power, forwards, futures, swaps, options, investment, subscription of Public Provident Fund, National Savings Scheme and other savings schemes of Government of India or other undertakings, Fixed Deposits, or order for purchase, sale, borrowing or lending of or application for any offer or public issue of shares & securities and to sell securities in my / our behalf in any buy back or open offers made by the issuers of such securities or to make applications in my / our name and on my / our behalf for availing of credit facilities from banks and finance companies, margin trading facility, or for making investments and to give effect to all the terms of the Related Agreements) I / We am / are desirous of appointing MF Global and do hereby nominate, constitute and appoint MF Global as my true and lawful attorney and confer upon MF Global all the rights and powers hereinafter stated.

**KNOW YE ALL BY THESE PRESENTS WITNESSETH** that I/We, \_\_\_\_\_ do hereby nominate, constitute and appoint MF Global Sify Securities India Private Limited (and its subsidiaries), company (ies) incorporated under the Companies Act, 1956 and having its / their registered office at **No.1, 2nd Floor, C Block Modern Centre, 101, K. K. Marg, Jacob Circle Mahalaxmi, Mumbai 400 011** (hereinafter referred to as "MF Global", which expression shall mean and include its successors and assigns) acting through its employees and agents to be my true and lawful attorney for me/us and on my/our behalf and in my/our name to do, execute and perform or cause to be done, executed and performed the following acts, deeds, matters and things that is to say: (1)

1. To operate the Specified Funds Account(s) and to view transactions entered and monies available in, to block (in part or in full) monies in, transfer (in part or in full) monies from, deposit monies into, create lien on any monies and/or give instructions to the Specified Fund Entity (ies) in respect of the Specified Funds Account(s) on my/our behalf in order to effectually complete and give effect to every and any trade, deal and transaction made or ordered by me/us, and to meet the obligations between myself/ourselves and MF Global under the terms of the Related Agreements.
2. To operate the Specified Depository Account(s), to view transactions entered and securities available in, block securities (in part or in full) in, transfer securities (in part or in full) from, deposit securities into, create pledge on any securities and/or give instructions to the Specified Depository Participant(s) in respect of the Specified Depository Account(s) on my/our behalf in order to effectually complete and give effect to every and any trade, deal and transaction made or ordered by me/us, and to meet the obligations between myself/ourselves and MF Global under the terms of the Related Agreements.
3. To sign and execute on my/our behalf all documents and other instructions in relation to the Specified Funds Account(s) and the Specified Depository Account(s), as well as give instructions to the Specified Fund Entity(ies), Specified Depository Participant(s) and any third party in relation to the Specified Funds Account(s) and the Specified Depository Account(s) respectively.
4. To appoint or remove any agent(s) or substitute any of them with all the powers herein contained in order to enable such agent(s) to exercise all or any of the powers given by me/us to MF Global herein under.
5. To make applications for such credit facilities / investment products including but not limited to IPO's, mutual fund units etc. as may be instructed to be applied for by me / us in terms of the Related Agreements and to do all things necessary for and incidental to availing / repayment of such credit facilities / investment products by me / us including but not limited to pledging of scrips, stocks, securities, commodities, bonds, debentures, mutual fund units, shares received in IPO's, units of any collective investment scheme or any other security or financial instrument on behalf of me / us through MF Global or any third party.

